

# Southern Pacific Transportation Company

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September 25, 1984

(415) 541-1722 1984 - 10 02 AM

INTERSTATE COMMERCE COMMISSION

OCT 2 1984 - 10 02 AM Date OCT 2 1984

Ms. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue  
Washington, D.C. 20423

Fee \$ 20.00  
ICC Washington, D.C.

RE: Agreement of Conditional Sale dated as of  
April 1, 1976, between Southern Pacific  
Transportation Company, First Pennsylvania  
Bank, N.A., and Whitehead & Kales Company

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) fully executed counterparts each of Third Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of September 10, 1984, between Southern Pacific Transportation Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of April 1, 1976, together with this Company's voucher in payment of the recording fees.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Agreement of Conditional Sale dated as of April 1, 1976, between Whitehead & Kales Company and Southern Pacific Transportation Company, recorded on May 11, 1976, at 2:20 PM assigned Recordation No. 8321;

First Supplemental Agreement dated as of January 7, 1980, between Whitehead & Kales Company and Southern Pacific Transportation Company, recorded on January 23, 1980, at 2:50 PM, and assigned Recordation No. 8321-A;

ICC OFFICE OF  
THE SECRETARY  
OCT 2 9 52 AM '84  
MOTOR OPERATING UNIT

*Jim D. Webb*

*Countersigned*

Mr. James H. Bayne  
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Second Supplemental Agreement dated as of August 1, 1981, between Whitehead & Kales Company and Southern Pacific Transportation Company, recorded on August 11, 1981, at 3:50 PM, assigned Recordation No. 8321-B;

Officer's Certificate dated as of January 31, 1983, relating to First Supplemental Agreement dated as of January 7, 1980, recorded on February 18, 1983, at 11:35 AM, assigned Recordation No. 8321-C; and

Car Lease Agreement dated June 10, 1983, between Southern Pacific Transportation Company and Consolidated Rail Corporation, recorded on August 22, 1983, at 10:20 AM, assigned Recordation No. 8321-D.

In connection with the recording of the enclosed Supplement and Assignment and Transfer, each dated September 10, 1984, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Third Supplemental Agreement dated as of September 10, 1984, between Southern Pacific Transportation Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Covered by  
Third Supplemental Agreement

<u>Number of Units</u>	<u>Description</u>
1	2000 H.P. Locomotive; General Motors (Electro-Motive Division), builder; lettered SP and numbered 2970; GRIP Date - May, 1978.

Mr. James H. Bayne  
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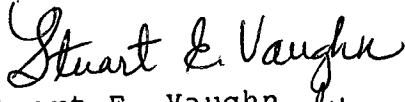
Assignment and Transfer of Certain Road Equipment  
dated as of September 10, 1984, between Southern  
Pacific Transportation Company, Vendee, and First  
Pennsylvania Bank, N.A., Assignee.

General Description of Equipment Covered by  
Assignment and Transfer of Certain Road Equipment

<u>Number of Units</u>	<u>Description</u>
1	70-ton box car; Pullman Standard, builder; lettered SP and numbered 248030.
3	Flat cars; Whitehead & Kales Company, builder; lettered SP and numbered 515843, 515891 and 516043.

When the recording of the Third Supplemental Agreement and  
the Assignment and Transfer of Certain Road Equipment have been  
completed, will you kindly endorse, with the pertinent recording  
information, all executed counterparts thereof which are pre-  
sented to you by our representative herewith, and return the  
remainder of the same to her.

Very truly yours,

  
Stuart E. Vaughn

Enclosures

RECORDATION NO. *832 12 F* Filed 1425

OCT 2 1984 10 05 AM

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INTERSTATE COMMERCE COMMISSION

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SOUTHERN PACIFIC TRANSPORTATION COMPANY

AGREEMENT OF CONDITIONAL SALE

DATED AS OF APRIL 1, 1976

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of September 10, 1984

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FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the tenth day of September, 1984, by FIRST  
PENNSYLVANIA BANK, N.A., a corporation duly organized and  
existing under the laws of the State of Pennsylvania,  
Assignee under the Conditional Sale Agreement hereinafter  
mentioned (hereinafter called the "Assignee"), to SOUTHERN  
PACIFIC TRANSPORTATION COMPANY, a corporation duly organized  
and existing under the laws of the State of Delaware (herein-  
after called the "Company").

WHEREAS, by a certain Agreement of Conditional Sale,  
bearing date as of April 1, 1976, by and between Whitehead &  
Kales Company, a corporation organized and existing under  
the laws of the State of Michigan (hereinafter called the  
"Builder"), and the Company, pursuant to which Builder  
agreed to build, sell and deliver to the Company, and the  
Company agreed to purchase certain railroad equipment  
(hereinafter called the "Equipment"), consisting of flat  
cars, all as described in the Agreement of Conditional Sale  
(hereinafter called the "Conditional Sale Agreement");  
and

WHEREAS, the Builder thereafter assigned its rights  
under the Conditional Sale Agreement and its right, title  
and interest to the Equipment to the Assignee pursuant to an  
Agreement and Assignment dated as of April 1, 1976 (herein-  
after called the "Assignment"), between the Builder and the  
Assignee; and

WHEREAS, certain flat cars and a box car comprising said Equipment (hereinafter collectively called "Destroyed Equipment") have been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Third Supplemental Agreement dated as of September 10, 1984 ("Third Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
1	70-ton box car; Pullman Standard, builder; lettered SP and numbered 248030.
3	Flat cars; Whitehead & Kales Company, builder; lettered SP and numbered 515843, 515891 and 516043.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such goodstanding and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Third Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

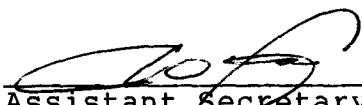
The Assignee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 17<sup>th</sup> day of September, 1984.

FIRST PENNSYLVANIA BANK, N.A.

By   
Corporate Trust Officer

ATTEST:

  
Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA       )  
  ) ss.  
CITY AND COUNTY OF PHILADELPHIA )

On this 17<sup>th</sup> day of September, 1984, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry  
Notary Public

LYNNE N. MCCORRY  
Notary Public, Phila., Phila. Co.  
My Commission Expires May 5, 1988